

Upfitting Supplier Agreement

THIS UPFITTING SUPPLIER AGREEMENT, dated as of $\frac{6/1/2017}{}$ ("this Agreement"), is entered into by and between ELEMENT VEHICLE MANAGEMENT SERVICES GROUP, LLC, and its elected affiliates, a Delaware Limited Liability Company, with offices at 940 Ridgebrook Road, Sparks, Maryland 21152-9390 ("Element"), and Spartan Motors USA, Inc., and its elected affiliates, with offices at 603 Earthway Blvd, Bristol, IN 46507 ("Supplier").

WHEREAS, Element is a market leader in fleet management solutions, and is the servicer under vehicle leases;

WHEREAS, Supplier desires to provide certain upfitting services including, but not limited to, for vehicles leased to clients of Element or its designee (the "Services"); and

WHEREAS, Element and Supplier desire to enter into this Agreement in order to establish a formal relationship pursuant to which Supplier will become a member of Element's network of upfitting providers (the "Preferred Upfitting Network") subject to the terms and in exchange for the consideration set forth herein;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Element and Supplier agree as follows:

- A. Incentive: As consideration for Supplier's participation in and receipt of benefits from the Preferred Upfitting Network, Supplier will comply with the volume discount reimbursement provisions set forth in Appendix A. The pricing set forth in Appendix A shall remain in effect during the term of this Agreement. These terms may be changed only by mutual agreement of both parties.
- **B.** Payment of Supplier Invoices: Element will pay Supplier's correctly-prepared and undisputed invoices for Services within thirty (30) days of receipt. Supplier will submit all invoices for the gross amount due with required taxes upon completion of the Services.
- Element and Supplier as they may be modified from time to time, the current form of which are attached hereto as Appendix B. Element and Supplier shall, from time to time, conduct joint process improvement exercises to review Supplier's performance under the SLA in Appendix B and current processes and procedures, which may include but not be limited to: specification and generation of engineering and quotes for vehicle upfitting, ordering, data mining and consulting, status notification, and payment processes. Element and Supplier shall jointly construct metrics and measures designed specifically to evaluate Supplier's performance under the SLA and showcase Supplier service levels to Element clients. Metrics shall be periodically updated by both parties. Element and Supplier shall work together to improve metrics to increase service delivery levels to Element clients. In the event that Supplier breaches its obligations under Appendix B with respect to any Services, an amount equal to 5% of the total value of the purchase order pursuant to which such Services are provided will be assessed against Supplier as liquidated damages for the harm caused to Element as a result thereof.
- D. Designated Personnel; Meetings: Each party will designate a "Relationship Manager" who will be the principal point of contact between the parties for all matters relating to the relationship between them and on all matters arising under this Agreement, or any issues arising under a purchase order that cannot be adequately addressed by the parties' service managers or other designated personnel. Either party may designate a new Relationship Manager upon written notice to the other party. The Relationship Managers and any executives or other key personnel designated by Element will participate in quarterly business reviews, monthly relationship meetings, and regular weekly or as-necessary discussions, as agreed by the parties.

- **E. Integrity Guide**: Supplier's senior management shall comply with Element's Integrity Guide, included in Exhibit A, as it may be amended from time to time, on an annual basis.
- F. Transportation of Vehicles: Supplier acknowledges that any agents, employees or subcontractors operating vehicles owned or operated by Element, its affiliates or its clients have sufficient operators' licensing as required by law in the applicable jurisdiction, and that said licenses to operate such vehicles are in good standing as defined in the applicable jurisdiction. Supplier agrees not to permit any individual, including but not limited to its agents, employees or subcontractors, to operate vehicles referred, delivered or provided for service under this agreement in any improper, unsafe or unlawful manner whatsoever, including but not limited to without applicable required operators' licensing. As applicable, Supplier will comply with all client policies regarding pick-up and delivery of vehicles at client facilities.
- **G. No Obligation to Undertake Transactions**: Each party acknowledges that the other may enter into similar or different agreements with third-parties. Supplier acknowledges that this Agreement creates no obligation for Element to offer any opportunity to, or enter into any transaction with, Supplier, and Element acknowledges that Supplier is not committing to provide any minimum volume of Services hereunder.

H. Amendments:

- 1. <u>Amendments</u>. All material changes to this Agreement shall be effective only if set forth in a fully executed amendment by both parties.
- 2. Order of Precedence. In the event of any inconsistency between this Agreement, any amendment letter, or any Purchase Order, the following order of precedence shall control: (a) this Agreement shall take precedence over the Purchase Order; and (b) any amendment letters shall take precedence over this Agreement; provided, however, no amendment letter shall override any term or condition of this Agreement unless it expressly overrides the conflicting provision of this Agreement (by section reference), in which case the conflicting provisions of such amendment letter shall prevail but only with respect to such amendment letter.
- I. Term: This Agreement shall be effective as of the date first above written and remain in full force and effect until terminated (the "Term"). Either party may terminate this Agreement upon 90 days' prior written notice to the other party; provided, however, that this Agreement shall continue in full force and effect with respect to (i) any vehicle upfit quoted valid by its terms from Supplier to Element, (ii) any vehicle upfit ordered via a PO from Element to Supplier, and (iii) all unpaid fees and expenses payable by Supplier hereunder. Supplier's representations, warranties, and indemnification obligations hereunder will survive termination, and termination will not limit Supplier's liability for fees incurred on or prior to the effective date of termination and all late charges thereon.
- J. Default: The foregoing notwithstanding, either party has the right to terminate this Agreement immediately upon giving written notice to the other party in the event that the other party (i) fails to pay any amount due hereunder within fifteen (15) days of written notice from the other party that such amount is past due; (ii) defaults in or breaches any of the terms or conditions of this Agreement or any other agreement with Element, which are more than immaterial; or, (iii) has filed by or against it any action related to bankruptcy or insolvency. The prevailing party will be liable for all reasonable attorneys' fees and expenses incurred by the other party in resolving any disputes requiring mediation, arbitration or litigation regarding this Agreement.
- **K.** Uniform Commercial Code: With respect to all vehicles for which Supplier provides Services hereunder, all products installed on the vehicles shall be clear of any and all liens, charges, and encumbrances. Title to all such products for which payment has been received will at all times remain in Element or its designated party. Supplier will not directly or indirectly create or permit to exist, and will promptly at its own expense discharge, any

lien, charge, or encumbrance on such products, except for any lien, charge, or encumbrance resulting solely from the acts of Element. Supplier acknowledges that it is the intent of the parties for Element or its designee to secure a Purchase Money Security Interest ("PMSI"), as defined in the Uniform Commercial Code, in all such products, and Supplier agrees to cooperate in good faith with Element or its designee to obtain a PMSI in all such products.

- Representations and Warranties: Supplier represents and warrants that (i) Supplier is a duly formed entity in good standing with full power, license, and authority to enter into this Agreement and to provide the Services to Element's clients as contemplated herein; (ii) this Agreement constitutes the legal, valid and binding obligation on Supplier, enforceable in accordance with its terms; (iii) there are no suits or proceedings pending or, to the best of Supplier's knowledge, threatened in any court or before any regulatory or administrative body, which could materially impair Supplier's ability to perform its obligations under this Agreement; and (iv) neither the execution of this Agreement nor the performance of Supplier's obligations will constitute a violation or breach of any law or agreement to which a party is bound; (v) all information supplied to Element (both prior and subsequent to the execution hereof) is true and accurate in all material respects to Supplier's best knowledge; (vi) the Services shall be provided in a professional and workmanlike manner, conforming to generally accepted standards applicable to nationally recognized firms specializing in the area of services that Supplier is providing under this Agreement; (vii) all Services upon delivery of the vehicle (a) will be materially free from defects in design, workmanship and materials; (a) will materially conform to all specifications, descriptions or other technical elements set forth in the applicable Statement of Work or other project documentation; and (b) shall be in compliance with industry standard development guidelines and best practices or, if specified in the applicable Statement of Work, with Element's client's development guidelines and best practices; (viii) all Services will be guaranteed for the full term of Supplier's standard warranty, which is included in Exhibit B; (iv) to the extent permitted, Supplier shall pass through all manufacturer warranties for the products installed on all vehicles; and, (ix) neither the Services nor the use of the Services infringe on patents, copyrights or other intellectual property rights of any other entity or person; (x) all work and Services performed for Element and its clients by Supplier, its employees, agents and subcontractors will be fully compliant with all applicable federal, state, and local laws and regulations, including but not limited to National Highway Traffic Safety Administration (NHTSA), Federal Motor Vehicle Safety Standards (FMVSS), Environmental Protection Agency (EPA), and the California Air Resources Board (CARB) regulations. Supplier further represents and warrants that Supplier, its employees, agents and subcontractors will not rely upon any information provided by Element concerning the products and services to be provided by Supplier. As between Element, Supplier, and customers, Supplier will be solely responsible for determining whether the products and services provided by Supplier are safe, comply with customer requests, comply with manufacturers' recommendations, and comply with all applicable laws and regulations. Element expressly disclaims any and all responsibility and liability for any and all products and services provided by Supplier. Supplier's representations and warranties herein are assignable to clients of Element. SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH L. SUPPLIER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.
- M. LIMITATION OF LIABILITY: EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES.
- N. Care for Assets in Supplier's Custody: With respect to all vehicles owned by Element or Element's Client, while such vehicles are in Supplier's custody or control, Supplier agrees that: (i) it will not undertake or commit by omission any act that would void the manufacturer's warranty as communicated by Element or Element's Client to Supplier, (ii) it will exercise the same standard of care with respect to such vehicles as it exercises with respect to its own vehicles and vehicles in its vehicle pool, and (iii) it will provide notice to Element in the event it becomes aware of any actual or potential damage to such vehicles. If any of Element's or Element's vehicles are damaged while in the Supplier's possession, control or otherwise while entrusted to Supplier, the Supplier is responsible and liable for damage to such vehicle.

- O. Confidentiality and Data Security: Supplier shall maintain an information security program in order to (i) secure and maintain confidentiality of information belonging or pertaining to Element and/or its clients; (ii) protect against any threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information; and (iv) comply with all applicable laws. In the event of a security breach resulting in release of such information, Supplier will take actions reasonably necessary to protect the interests of Element and its clients and to comply with applicable law. With respect to any services provided hereunder, the failure or interruption of which would, in Element's reasonable opinion, cause significant problems to Element's business operations, Supplier shall maintain and provide backup disaster recovery site(s) and/or disaster backup recovery services, which may be reviewed by Element in order to ensure that (i) the services provided hereunder continue without degradation or interruption in accordance with the terms of this Agreement and the applicable Appendices. Supplier shall be responsible for providing all personnel, equipment, and software required to provide such backup services and/or site(s).
- **P. Non-Solicitation**: During the term of this Agreement and for one (1) year following its termination, Supplier will not, directly or indirectly, for itself or on behalf of any third party, knowingly solicit any client of Element for services comparable to or competitive with those provided to Element. Nothing contained herein, however, shall prohibit Supplier from transacting business with any third party that on its own accord wishes to obtain Supplier's products and/or services.
- **Q. Independent Status:** This Agreement shall not in any manner be construed to be a partnership agreement or a joint venture between the parties and the parties hereto expressly agree that this Agreement merely establishes an independent contractor relationship. Element is not an agent of Supplier, and has no right to enter into contracts on behalf of Supplier or make any representations or warranties on behalf of Supplier. Supplier is not an agent of Element, and has no right to enter into contracts on behalf of Element or make any representations or warranties on behalf of Element.
- R. Insurance Requirements: Supplier must maintain insurance policies covering liability for bodily injury and property damage. Such policies, which shall be with a responsible insurance company acceptable to Element, shall name Element as an additional insured and loss payee, and shall provide minimum coverages, acknowledged by the insurer to be the primary coverage, as follows: (i) general liability: \$5,000,000 per occurrence/\$5,000,000 aggregate, to include contractual liability coverage; (ii) workers' compensation: statutory limits; (iii) employer's liability: \$1,000,000; (iv) comprehensive automobile liability for all owned, non-owned and hired vehicles, with bodily injury limits of no less than \$2,000,000 per person, \$2,000,000 per accident, and property damage limits of no less than \$2,000,000 per accident; (v) errors and omissions professional liability: \$5,000,000; and, (vi) crime: \$2,000,000. Supplier shall furnish Element with a certificate of insurance or other satisfactory evidence of the required insurance coverage upon request. Element shall be under no duty to examine such certificate of insurance or other evidence or to advise Supplier in the event its insurance is not in compliance with this Agreement.

Indemnification: Supplier will indemnify, defend and hold harmless Element and all clients who lease vehicles for which Services are provided from any and all claims, losses damages and liabilities of whatsoever kind or nature, including reasonable attorneys' fees, arising out of (i) the acts or omissions of Supplier, its owners, officers, agents, and employees; (ii) the products or services provided by Supplier to Element and its clients; and, (iii) claims that any product or service provided by Supplier infringes upon the intellectual property rights of any third party. If Supplier fails to defend any claim in a timely manner, then Element or the affected client, as applicable, will have the right to defend or settle such claim, and Supplier will promptly upon demand reimburse Element or the affected client for its costs incurred in such defense and/or settlement. This indemnity obligation is assignable to clients of Element. Supplier's indemnification obligations herein will not apply to the extent any third-party claims are based on Element's active negligence.

- S. Records and Audits: For so long as this Agreement remains in effect and for a period of two (2) years thereafter, Supplier will keep accurate books and records related to Supplier's activities concerning this Agreement. Supplier will provide Element with access to copies of all such books and records and any other reports reasonably requested by Element upon request. In addition, for so long as this Agreement remains in effect and for a period of two years thereafter, Element, either directly or through a representative, will be entitled, not more than once per calendar year, to review during normal business hours such books and records on reasonable notice to Supplier. If such review indicates an error, deficiency or shortfall in the amounts that should have been paid to Element hereunder, Supplier will promptly pay such amount as is properly due to Element, plus interest as provided for herein.
- T. Assignment: Element may from time to time assign all or any part of its right, title, and interest in this Agreement, including all monies and claims for monies due and to become due to Element under the Agreement. Supplier may not assign its rights or obligations hereunder except with Element's prior written consent, which will not be unreasonably withheld. Any purported assignment in violation of the terms of this Agreement will be null and void.
- U. Watch Lists: Supplier agrees that it is not now and will not in the future be listed on any watch list maintained by the U.S. Treasury Department and shall comply with the Patriot Act, international trade control and money laundering laws, as applicable.
- V. Miscellaneous: Element and Supplier agree that any notice to be given by a party pursuant to this Agreement shall be in writing and delivered or sent by registered or certified mail, postage prepaid, return receipt requested. The parties agree that this writing constitutes the entire agreement between them regarding the subject matter hereof and supersedes all prior oral and written agreements and understandings related thereto. Any modification of this Agreement shall be in writing and signed by the parties hereto. The failure of either party at any time to require performance of any provision of this Agreement shall not affect that party's right at a later time to enforce the provision. In the event that any provision of this Agreement shall be held invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions of the Agreement. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

ELEMENT VEHICLE MANAGEMENT SERVICES GROUP, LLC	SPARTAN MOTORS USA, INC.
Docusigned by: Matt Salm By:	Docusigned by: John Forbes By:
Vice President	CFO

APPENDIX A AMOUNT TO BE PAID FOR PARTICIPATION IN THE PREFERRED UPFITTING NETWORK

Supplier agrees to provide Element with a quarterly volume discount reimbursement in the amount of 3 % of the total invoiced cost from Element's purchases. Reimbursements will be paid within 30 days of the close of the calendar quarter. Supplier also agrees to provide an additional 1 % volume discount reimbursement to Element for purchases from new end-user entities. A new end-user is one that Supplier did not previously transact with in the prior 24 calendar months. A late charge in the amount of one and one-half percent (1-1/2%) per month or fraction thereof shall be imposed for all payments not received on or before the date such payments are due.

APPENDIX B SUPPLIER'S SERVICE LEVEL OBLIGATIONS

Service Level Agreement ("SLA"): [To be attached.]

EXHIBIT A: ELEMENT VEHICLE MANAGEMENT SERVICES GROUP, LLC,

INTEGRITY GUIDE FOR SUPPLIERS, CONTRACTORS AND CONSULTANTS

Element Fleet Management is committed to unyielding integrity and high standards of business conduct in everything we do, especially in our dealings with Element suppliers, contractors and consultants (collectively "Suppliers"). Element's foundation of its Supplier relationships is based on lawful, efficient and fair practices. To that end, Suppliers must adhere to applicable legal and regulatory requirements in their business relationships as set out in this **Element Integrity Guide for Suppliers, Contractors and Consultants** (the "Guide").

Suppliers are responsible to ensure that they and their employees, representatives, suppliers and subcontractors comply with the standards of conduct set out in this Guide and in other contractual obligations to Element. Please contact the Element Sourcing manager you work with or any Element Compliance Resource if you have any questions about this Guide or the standards of business conduct that all Element Suppliers must meet.

You, as a Supplier to Element, agree:

Fair Employment Practices: (i) To observe applicable laws and regulations governing wages and hours; (ii) to allow workers to choose freely whether to organize or join associations for the purpose of collective bargaining as provided by local law or regulation; and (iii) to prohibit discrimination, harassment and retaliation.

Environment, Health & Safety: (i) To comply with applicable environmental laws and regulations; (ii) to provide workers a safe and healthy workplace; and (iii) not to adversely affect the local community.

Human Rights (i) To respect human rights of your employees and others in your business operations and your activities for Element; (ii) not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or to engage in or abet trafficking in persons; and (iv) to adopt policies and establish systems to procure tantalum, tin, tungsten, and gold from sources that have been verified as conflict free, and to provide supporting data on your supply chain for tantalum, tin, tungsten, and gold to Element when requested, on a platform to be designated by Element.

Working with Governments, Improper Payments and Dealings with Element Employees and Representatives: (i) To maintain and enforce a policy requiring adherence to lawful business practices, including a prohibition against bribery of government officials, (ii) not to offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, including offers of employment, or participation in a contest, game or promotion targeted to Element employees, to any Element employee, representative or Element customer or to any government official in connection with any Element procurement, transaction or business dealing, and (iii) to provide supporting data to Element when requested.

Competition Law: Not to share or exchange any price, cost or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending or current Element procurement.

Intellectual Property: To respect the intellectual and other property rights of Element and of third parties, including all patents, trademarks and copyrights.

Security and Privacy: (i) To respect privacy rights and secure the data of Element employees, customers, and suppliers (collectively, "Element Data"); and (ii) to implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of Element Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of Element Data; misuse of Element Data; or unlawful processing of Element Data; and protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.

Trade Controls & Customs Matters: Not to transfer Element technical information to any third party without the express, written permission of Element, and to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities.

Controllership: To ensure that all invoices and any customs or similar documentation submitted to Element or governmental authorities or audited by third parties in connection with transactions involving Element accurately describe the goods and services provided or delivered and the price thereof and ensure that all documents, communications and accounting are accurate and honest.

How to Raise a Question or Concern

Subject to local laws and any legal restrictions applicable to such reporting, each Element Supplier is expected to inform Element promptly of any concern related to this Guide affecting Element, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. Element Suppliers also must take such steps as Element may reasonably request to assist Element in the investigation of any such occurrence involving Element and the Supplier.

- I. Define your question/concern: Who or what is the concern? When did it arise? What are the relevant facts?
- **II. Prompt reporting is crucial** a question or concern may be raised by a Element Supplier as follows:
- By discussing with a cognizant Element Manager; OR
- By contacting any Compliance Resource (e.g., Element legal counsel or auditor).
- III. Element Policy forbids retaliation against any person reporting such a concern.

EXHIBIT B UTILIMASTER'S STANDARD WARRANTY

3-YEAR LIMITED WARRANTY

schedule:

Parcel Delivery Vehicle: Metromaster This LIMITED WARRANTY is issued to the original retail purchaser and is neither transferable to nor enforceable by any other person. UTILIMASTER warrants that the body shall be free of defects in factory materials and workmanship, under normal use and service, in accordance with and for the periods specified in the following

UTILIMASTER CONFIDENTAL FORM: 042210-3 ITEM WARRANTY PERIOD

All body components manufactured or installed by 12 months or 12,000 miles

UTILIMASTER including moving parts, such as doors, whichever occurs first hinges, latches, or roll-up doors, as well as lights, wiring or other electrical equipment. Also, water leaks resulting from voids in sealants.

Basic body structure: front wall, bulkhead, floor, ceiling, 3 years or 36,000 sidewalls and rear wall with attaching structure whichever occurs first.

The warranty begins on the original manufacturing date. ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE COVERAGE PERIODS OF THIS WARRANTY. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

If the original retail purchaser conducts a thorough inspection of the vehicle before taking delivery; and completes in legible detail the registration and returns it to the manufacturer, then should a defect in materials or workmanship develop which is attributable to UTILIMASTERS's manufacturing or installation of components, and if you contact the selling dealer immediately upon discovery of the defect, UTILIMASTER will, in the method it determines, at its sole option to be necessary, repair or replace any such defective component at its own cost and expense, exclusive of freight costs and import duties and/or fees if applicable. Should you require additional information or assistance relating to matters covered under this warranty, it can be obtained by calling the **UTILIMASTER Customer Service Department.**

AS THE WARRANTOR, UTILIMASTER SPECIFICALLY EXCLUDES ANY OBLIGATION FOR CONSEQUENTIAL DAMAGES OR INCIDENTAL EXPENSES FOR THE BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY. CONSEQUENTIAL DAMAGES OR INCIDENTAL EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, SUCH ITEMS AS LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, ROAD SERVICE CHARGES, TELEPHONE, TRAVEL, LODGING, AND CARGO DAMAGE OR OTHER COMMERCIAL LOSSES.

(SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.)

The intended use of this van body is the carrying of cargo. The van body is not designed or built for passenger occupancy, or for the hauling of cargo in excess of its gross vehicle weight rating (GVWR).

THIS WARRANTY DOES NOT APPLY TO:

- A. Truck chassis, engine, cab and tires (which are warranted separately by manufacturers of these components.)
- B. Damage resulting from tire failure.
- C. Wheel alignment or damage resulting from misalignment.
- D. The refrigeration unit, cab AC and/or 110V generator, or any other optional equipment, if so equipped (which are warranted separately by the manufacturer thereof.)
- E. Paint finish on steel bumpers, roll-up doors and wheel rims are limited under this warranty for a period of 12
- F. Body glass, except for improper installation.

- G. Minor imperfections or defects which do not materially impair or affect the fair market value of the vehicle or its suitability for its intended use.
- H. Additions, alterations, or installations made by persons, including dealers, other than the manufacturer and defects arising out of or attributable to such additions, alterations, or installations without the express written consent of Utilimaster.
- I. Normal wear, usage or consumable items (e.g. light bulbs, fuses, windshield wipers, etc) or conditions resulting from the failure to perform regular maintenance and care.
- J. Defects attributable to abuse or misuse of the product, overloading the vehicle beyond the GVWR, or for uses for which it was not intended.
- K. Damage resulting from failure to promptly notify and comply with the instructions of the dealer or manufacturer about defects when noted.
- L. Batteries
- M. Damage resulting from washing hardwood floors.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

5-YEAR LIMITED WARRANTY

Walk-in Van, Truck Body, Utilivan (U2 Model) and Trademaster

This LIMITED WARRANTY is issued to the original retail purchaser and is neither transferable to nor enforceable by any other person. UTILIMASTER warrants that the body shall be free of defects in factory materials and workmanship, under normal use and service, in accordance with and for the periods specified in the following schedule:

ITEM WARRANTY PERIOD

All body components manufactured or installed by 12 months, unlimited miles

UTILIMASTER including moving parts, such as doors, hinges, latches, or roll-up doors, as well as lights, wiring or other electrical equipment. Fender, hood, grille structure. Also, water leaks resulting from voids in sealants. Basic body structure: floor, ceiling, sidewalls, rear wall 5 years or 100,000 miles with attaching structure and frontend structure. whichever occurs first.

Paint (excluding decals) 5 years or 100,000 miles, whichever occurs first.

The warranty begins on the original manufacturing date. ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE COVERAGE PERIODS OF THIS WARRANTY. (Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

If the original retail purchaser conducts a thorough inspection of the vehicle before taking delivery; and completes in legible detail the registration and returns it to the manufacturer, then should a defect in materials or workmanship develop which is attributable to UTILIMASTERS's manufacturing or installation of components, and if you contact the selling dealer immediately upon discovery of the defect, UTILIMASTER will, in the method it determines, at its sole option to be necessary, repair or replace any such defective component at its own cost and expense, exclusive of freight costs and import duties and/or fees if applicable. Should you require additional information or assistance relating to matters covered under this warranty, it can be obtained by calling the UTILIMASTER Customer Service Department.

AS THE WARRANTOR, UTILIMASTER SPECIFICALLY EXCLUDES ANY OBLIGATION FOR CONSEQUENTIAL DAMAGES OR INCIDENTAL EXPENSES FOR THE BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY. CONSEQUENTIAL DAMAGES OR INCIDENTAL EXPENSES INCLUDE, BUT ARE NOT LIMITED TO, SUCH ITEMS AS LOSS OF USE OF THE VEHICLE, LOSS OF TIME, INCONVENIENCE, ROAD SERVICE CHARGES, TELEPHONE, TRAVEL, LODGING, AND CARGO DAMAGE OR OTHER COMMERCIAL LOSSES.

(SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.)

The intended use of this van body is the carrying of cargo. The van body is not designed or built for passenger occupancy, or for the hauling of cargo in excess of its gross vehicle weight rating (GVWR).

THIS WARRANTY DOES NOT APPLY TO:

- A. Truck chassis, engine, cab and tires (which are warranted separately by manufacturers of these components.)
- B. Damage resulting from tire failure.
- C. Wheel alignment or damage resulting from misalignment.
- D. The refrigeration unit, cab AC and/or 110V generator, or any other optional equipment, if so equipped (which are warranted separately by the manufacturer thereof.)
- E. 5 year paint warranty requires full body undercoat to be applied
- F. Paint finish on steel bumpers, roll-up doors and wheel rims are limited under this warranty for a period of 12 months.
- G. Body glass, except for improper installation.
- H. Minor imperfections or defects which do not materially impair or affect the fair market value of the vehicle or its suitability for its intended use.

- I. Additions, alterations, or installations made by persons, including dealers, other than the manufacturer and defects arising out of or attributable to such additions, alterations, or installations without the express written consent of Utilimaster.
- J. Normal wear, usage or consumable items (e.g. light bulbs, fuses, windshield wipers, etc) or conditions resulting from the failure to perform regular maintenance and care.
- K. Defects attributable to abuse or misuse of the product, overloading the vehicle beyond the GVWR, or for uses for which it was not intended.
- L. Damage resulting from failure to promptly notify and comply with the instructions of the dealer or manufacturer about defects when noted.
- M. Batteries
- N. Damage resulting from washing hardwood floors.

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